

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310842

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Molinera Foods, LLC		07/08/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	Sinterklaas, S.A.		
Street Address:	Edificio Scotia Plaza No. 18		
Internal Address:	Avenida Federico Boyd y Calle 51, Pisos 9, 10 y 11		
City:	Panama City		
State/Country:	PANAMA		
Entity Type:	CORPORATION: PANAMA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4470834	DONATELLO	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	3055773443		
Email:	jmeyer@harpermeyer.com		
Correspondent Name:	Jim Meyer		
Address Line 1:	201 S. Biscayne Boulevard		
Address Line 2:	Suite 800		
Address Line 4:	Miami, FLORIDA 33131		
DOMESTIC REPRESENTATIVE			
Name:	Jim Meyer		
Address Line 1:	201 S. Biscayne Boulevard		
Address Line 2:	Suite 800		
Address Line 4:	Miami, FLORIDA 33131		
NAME OF SUBMITTER:	Patricia M O'Connor		
SIGNATURE:	/patricia m oconnor/		
DATE SIGNED:	07/16/2014		

OP \$40.00 4470834

Total Attachments: 3

source=20140716110424#page1.tif

source=20140716110424#page2.tif

source=20140716110424#page3.tif

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into this day of 8 day of July, 2014 by and between Molinera Foods, LLC, a Florida limited liability company having a place of business at 9021 N.W. 105th Way, Medley, Florida 33178 ("Assignor"), and , Sinterklaas, S.A., a Panama corporation, having a place of business at Edificio Scotia Plaza No. 18, Avenida Federico Boyd y Calle 51, Pisos 9, 10 y 11, Panama City, Panama ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademark "DONATELLO" in International Class 029, Registration No. 4,470,834 in the United States Patent and Trademark Office and all goodwill associated therewith, as evidenced by a certified copy of the original Registration Certificate to be separately delivered, true and correct copy attached hereto as Exhibit A (the "Mark");

WHEREAS, Assignor is a party to that certain Purchase and Sale Agreement of June 20, 2014 (the "Agreement"), under which Assignor covenanted and agreed to make this Assignment, subject to the terms and conditions set forth in the Agreement (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Agreement);

WHEREAS, Assignee is an affiliate of Buyer and is the entity designated by Buyer to own and hold the Mark and all of the goodwill symbolized by the Mark;

WHEREAS, pursuant to the Agreement and subject to its terms and conditions, as requested by Buyer, Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks and the goodwill of the business symbolized by the Mark; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon the Closing, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Mark and any and all goodwill of the business symbolized by the Mark, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

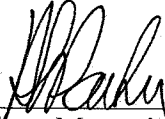
2. No Warranties. Except as expressly provided in the Agreement, Assignor makes no warranties, express or implied, with respect to the Mark.

3. Further Assurances. Assignor shall, following the Closing and at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Mark, and shall not enter into any agreement in conflict with this Assignment.

CONTINUED ON NEXT PAGE

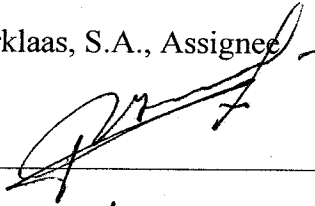
IN WITNESS WHEREOF, each Party has caused this Assignment to be executed as of the date first written above by its duly authorized officer.

Molinera Foods, LLC, Assignor



By: Keith Parker, Managing Member

Sinterklaas, S.A., Assignee



By:

Name: *Roberto Buoso Devas.*

Title: *President.*

United States of America
United States Patent and Trademark Office

DONATELLO

Reg. No. 4,470,834

Registered Jan. 21, 2014

Int. Cl.: 29

TRADEMARK

PRINCIPAL REGISTER

MOLINERA FOODS, LLC (FLORIDA LIMITED LIABILITY COMPANY)
9021 N.W. 105TH WAY
MEDLEY, FL 33178

FOR: OLIVE OIL, IN CLASS 29 (U.S. CL. 46).

FIRST USE 12-4-2002; IN COMMERCE 12-4-2002.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 85-965,814, FILED 6-20-2013.

DAVID ELTON, EXAMINING ATTORNEY



Nichelle K. Lee

Deputy Director of the United States
Patent and Trademark Office

Exhibit A